



City of Santa Clara, California



DATE: June 2, 2006

TO: Mayor and City Council for Action

FROM: City Clerk

SUBJECT: Adoption of Resolutions for the Municipal Election on Tuesday, November 7, 2006 for the Election of Municipal Officers and a Ballot Measure Regarding Binding Arbitration for Certain Public Safety Employees and Authorization to Publish the Notice of the Election

EXECUTIVE SUMMARY:

Attached for your consideration are four Resolutions and one Notice of Election. The Resolutions include, 1) calling and giving notice of the holding of a General Municipal Election to be held on November 7, 2006 for the election of municipal officers and a vote on a ballot measure that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees in the Police and Fire departments; 2) requesting the Santa Clara County Board of Supervisors to consolidate the election with the Statewide General Election; 3) adopting regulations for Candidates' Statements of Qualifications and determining to levy a share of the costs of the Candidates' Statements on the candidates; and 4) setting priorities and dates for filing Written Argument(s) and Rebuttal Argument(s) for the ballot measure and directing the City Attorney to prepare an Impartial Analysis for the measure. Authorization is requested for the publication of the Notice of Election.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The adoption of the resolutions is required under California Elections Code Sections 10002 and 10403. The Notice of Election is required under California Elections Code Section 12101.

ECONOMIC/FISCAL IMPACT:

The cost for holding the election will be approximately \$185,000 which is included in the City Clerk's 2006-07 Budget.

DATE: June 2, 2006
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November 7, 2006

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RECOMMENDATION:

That the Council adopt four Resolutions, 1) calling and giving notice of the holding of a General Municipal Election to be held on November 7, 2006 for the election of municipal officers and a vote on a ballot measure that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees in the Police and Fire departments; 2) requesting the Santa Clara County Board of Supervisors to consolidate the election with the Statewide General Election; 3) adopting regulations for Candidates' Statements of Qualifications and determining to levy a share of the costs of the Candidates' Statements on the candidates; and 4) setting priorities and dates for filing Written Argument(s) and Rebuttal Argument(s) for the ballot measure and directing the City Attorney to prepare an Impartial Analysis for the measure, and authorize publication of the Notice of Election.



Rod Diridon, Jr.
City Clerk

Documents Related to this Report:

- 1) Resolutions***
- 2) Notice of Election***

I:\Elections\2006 General Municipal Election\Agenda Report Calling Election 2006

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, FOR (i) THE ELECTION OF CERTAIN MUNICIPAL OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER AND (ii) A VOTE ON A BALLOT MEASURE THAT, IF PASSED, WOULD AMEND THE CITY CHARTER TO PROVIDE BINDING ARBITRATION FOR CERTAIN PUBLIC SAFETY EMPLOYEES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, under the provisions of Section 600.01 of the City Charter, a General Municipal Election shall be held in the City of Santa Clara on the first Tuesday following the first Monday in November of even numbered years for the election of each municipal elective officer whose term of office regularly expires at that time.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

1. That pursuant to the requirements of the City Charter, there is called and ordered to be held in the City of Santa Clara, California, on Tuesday, November 7, 2006, a General Municipal Election for the purpose of electing the following members of the City Council of the City of Santa Clara: Mayor, Council Member Seat No. 2 and Council Member Seat No. 5, each for a full term of four (4) years.

2. In addition, a ballot measure will be placed on the November 7, 2006, election ballot that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees. The proposed question for the ballot measure and the full text of the proposed City Charter amendment read:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

Article XI, Sec. 1109.

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire

Department and the City of Santa Clara Police Department on all matters relating

to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, and after exhaustion of the usual resolution procedures in effect on November 6, 2006, shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are

designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the

final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

3. In accordance with Section 700 of the City Charter and Section 12101 of the California Elections Code, the City Clerk is hereby directed on behalf of the City Council to cause notice of the time and place of the holding of the election to be published in an official newspaper of the City in the time, form and manner as required by law.

4. The City Clerk is hereby authorized and directed to certify to the due adoption of this Resolution.

[Paragraph 5 and Signature Follows on Page 7]

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5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, REQUESTING, PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE, THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2006, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT SAME DATE

- (i) City Council Election – Mayor and Two Council Members**
- (ii) A Measure to Amend the City Charter to Provide Binding Arbitration for Certain Public Safety Members in the Police and Fire Departments**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, the City Council of the City of Santa Clara, California called a General Municipal Election to be held on November 7, 2006, for the purpose of the election of three members of the City Council (the Mayor and two City Council seats) each for a four year term; and

WHEREAS, in addition to the City Council member election hereinabove, the City Council of the City of Santa Clara also has called for the placement on the November 7, 2006, election ballot, of a proposed measure that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date (November 7, 2006) and that within the city, the precincts, polling places and election officers of the two elections be the same, and that the County Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:**

1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 7, 2006, for the purpose of (i) the election of three members of the City Council (Mayor, Council Member Seat No. 2 and Council Member Seat No. 5), each for a four year term of office and (ii) a proposed measure that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees. (The full text of the measure and the question to appear on the ballot is set forth below in paragraph 8.)
2. The consolidated election shall be held and conducted, the election officers appointed, the voting precincts designated, the ballots printed, the polls opened and closed, the ballots counted and returned, the returns canvassed and all other applicable proceedings to be performed in connection with the above consolidated election, shall be regulated and done by the Registrar of Voters of the County of Santa Clara in accordance with the provisions of applicable laws regulating consolidating elections. This City Council consents to such consolidation.
3. That the Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.
4. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.
5. That the City of Santa Clara recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters.

7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

8. The proposed question for the ballot measure and the full text of the proposed City Charter amendment read:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

Article XI, Sec. 1109.

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work

as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours,

or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, and after exhaustion of the usual resolution procedures in effect on November 6, 2006, shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one

name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise

deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

[Paragraph 9 and Signatures Follow on Page 8]

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9. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES' STATEMENTS OF QUALIFICATIONS WHICH ARE SUBMITTED TO THE VOTERS FOR AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, AND DETERMINING TO LEVY A SHARE OF THE COST OF THE CANDIDATES' STATEMENTS ON THE CANDIDATES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, Section 13307 of the California Elections Code imposes certain requirements for a candidate's statement and provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs attributable to the candidate's statement.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

1. General Provisions. Pursuant to California Elections Code Section 13307, each candidate for elective office to be voted for at an election to be held in the City of Santa Clara on November 7, 2006, may prepare a candidate's statement of qualifications on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

2. Foreign Language Policy. Pursuant to the Federal Voting Rights Act of 1965 (42 U.S.C. Section 1973 et seq., as amended from time to time), the County of Santa Clara Registrar of Voters is required to translate and print the candidate's statement into five languages: Chinese, English, Spanish, Tagalog and Vietnamese.

3. Payment. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the voter's pamphlet and translating and printing the candidate's statement into any of the five languages. Pursuant to City of Santa Clara Resolution No. 7318 (adopted May 9, 2006), if the candidate agrees to adhere to the City of Santa Clara Voluntary Campaign Expenditure Limit (City Code §2.130.160), the candidate will be responsible for one half of the estimated cost of the voter's pamphlet on a pro-rata basis per candidate. As calculated in Resolution No. 7318, the City Council estimated that each candidate is responsible for \$1,045 ($\$2089 / 2 = \$1,044.50$) toward the cost of the voter's pamphlet. The \$1,045 figure is an estimated cost derived from the information forwarded to the City by the Santa Clara Registrar of Voters and incorporated into City Council Resolution No. 7318. Each candidate filing a candidate's statement to be included in the voter's pamphlet shall pay the \$1,045 in advance to the City of Santa Clara. There will be no adjustments made to the estimated \$1,045 cost. If the \$1,045 amount is not adequate, the City will absorb the additional costs. If the \$1,045 is in excess of the actual required amount, the candidate will absorb the overpayment amount. The City Council of the City of Santa Clara hereby determines to levy the pro-rata charge of \$2,089 (to be reduced to the \$1,045 amount if the expenditure limit is accepted) for each candidate's statement of 200 words or less. Because the voter's pamphlet cost is mandated by the County of Santa Clara Registrar of Voters, it does not have to be included in the calculation of the campaign expenditure limit.

4. Additional Materials. No candidate will be permitted to include additional materials in the sample ballot package (the voter's pamphlet).
5. The City Clerk shall provide a copy of this Resolution to each candidate or the candidate's representative at the time nominating petitions are issued.
6. With the exception of Resolution No. 7318 (adopted May 9, 2006) which set the campaign expenditure limit, all previous resolutions establishing Council policy on payment for candidate's statements are repealed.
7. This Resolution shall apply only to the election to be held on November 7, 2006, and shall then be repealed.
8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

[Paragraph 9 and Signatures Follow on Page 4]

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9. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, SETTING PRIORITIES AND DATES FOR FILING WRITTEN ARGUMENT(S) AND REBUTTAL ARGUMENT(S) FOR A CITY MEASURE ON AMENDING THE CITY CHARTER TO PROVIDE PUBLIC SAFETY BINDING ARBITRATION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR THE MEASURE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, a General Municipal Election is to be held in the City of Santa Clara, California, on Tuesday, November 7, 2006, at which there will be submitted to the voters the following proposed question for the ballot measure and the full text of the proposed City Charter amendment:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?

☐ **YES**

☐ **NO**

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FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

Article XI, Sec. 1109.

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of

Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) IMPASSE RESOLUTION PROCEDURES. Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, and after exhaustion of the usual resolution procedures in effect on November 6, 2006, shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and employee organization, and shall serve as

the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute.

The Arbitration Board shall decide each issue by majority vote by selecting

whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

1. In accordance with the California Elections Code Division 9, Chapter 3, Article 4 ("Arguments Concerning City Measures" – commencing at section 9280), the City Council (as the legislative body of the City), or any member or members of the City Council authorized by that body, or any individual voter who is eligible to vote on the measure, or bona fide association of citizens, or any combination of voters and associations, may file a written argument for or against any City measure. Pursuant to California Elections Code section 9282, no argument shall exceed 300 words in length and shall be submitted to the City Clerk's Office by 5:00 p.m. on Wednesday, August 9, 2006. (The City Clerk is the Elections Official for the City of Santa Clara. [City Charter §903(g)].)

2. That Pursuant to Sections 9285 and 9287 of the California Elections Code, when the City Clerk has selected the arguments for and against the measure which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against the measure to the authors of the argument in favor. Pursuant to California Elections Code section 9285, the authors of the argument in favor of or against the City measure may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk by 5:00 p.m. on Wednesday, August 16, 2006. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

3. The City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. Pursuant to California Elections Code section 9280, the City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the

operation of the measure. The impartial analysis shall be filed with the City Clerk by 5:00 p.m. on Wednesday, August 2, 2006, and it shall not exceed 500 words in length.

4. The City Clerk shall certify to the passage and adoption of this Resolution.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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CITY OF SANTA CLARA

NOTICE OF HOLDING A MUNICIPAL ELECTION FOR:

- (i) MAYOR AND TWO CITY COUNCIL MEMBERS; AND,
(ii) A BALLOT MEASURE ON PUBLIC SAFETY
BINDING ARBITRATION**

AND

**SETTING DATES FOR SUBMISSION OF ARGUMENTS ON
THE CITY OF SANTA CLARA BALLOT MEASURE**

NOTICE IS HEREBY GIVEN that on Tuesday, November 7, 2006, a General Municipal Election consolidated with the Statewide General Election will be held in the City of Santa Clara, Santa Clara County, California, for (i) an election for Mayor and Council Member Seat Nos. 2 and 5 and for the additional purpose of (ii) submitting to the voters of said city the following proposed question for the ballot measure and the full text of the proposed City Charter amendment:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

Article XI, Sec. 1109.

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant, and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, and after exhaustion of the usual resolution procedures in effect on November 6, 2006, shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each

appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for good and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the

final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

BALLOT ARGUMENTS:

Arguments for or against said measure may be submitted to the City Clerk of the City of Santa Clara, 1500 Warburton Avenue, Santa Clara, CA 95050, not later than 5:00 p.m. on Wednesday, August 9, 2006.

The legislative body, or any member or members of the legislative body authorized by that body, or any individual voter who is eligible to vote on the measure, or bona fide association of citizens, or any combination of such voters and associations, may file a written argument for or against any City measure. No argument shall exceed 300 words in length. A ballot argument shall not be accepted unless accompanied by the name or names of the person or persons submitting it, or, if submitted on behalf of an organization, the name of the organization and the name of at least one of its principal officers. No more than five signatures shall appear with any argument submitted. If an argument is signed by more than five persons, the signatures of the first five shall be printed. (Elections Code Sections 9282 and 9283)

Printed arguments submitted shall be titled either "Argument In Favor of Measure ____" or "Argument Against Measure ____", accordingly, the blank spaces being filled in only with the letter or number, if any, designating the measure. At the discretion of the City Clerk of the City of Santa Clara, the word "Proposition" may be substituted for the word "Measure" in such titles. Words used in the title shall not be counted when determining the length of the argument. (Elections Code Section 9282)

For the arguments filed, if any, the City Clerk of the City of Santa Clara will cause (i) an argument in favor of a City measure and/or (ii) an argument against said measure to be printed and a copy enclosed with each sample ballot. If more than one argument is submitted (i) in favor of a City measure and/or (ii) against said measure within the time prescribed, the City Clerk will select one of the respective arguments (i) in favor of and/or (ii) one of the arguments against the City measure for printing and distribution to the voters, giving preference and priority pursuant to Elections Code §9287, in the order named, to the arguments of the following:

- (a) The legislative body, or member or members of the legislative body authorized by that body.
- (b) The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure.
- (c) Bona fide associations of citizens.
- (d) Individual voters who are eligible to vote on the measure.

When the City Clerk has selected the arguments (i) in favor of and/or (ii) against the City measure which will be printed and distributed to the voters, he will send copies of the argument in support of the measure to the authors of the argument against, and copies of the argument against the measure to the authors of the argument in favor. No more than five persons may sign the rebuttal argument. The authors (or other person(s) authorized in writing by the authors) may prepare, submit or sign the rebuttal arguments not exceeding 250 words. The rebuttal arguments must be filed with the City Clerk, not later than 5:00 p.m., Wednesday, August 16, 2006.

Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut and shall be titled "Rebuttal to Argument (for) or (against) Measure ____." Words used in the title shall not be counted when determining the length of any rebuttal argument.

PUBLIC INSPECTION OF ARGUMENTS:

Pursuant to Elections Code Section 9295, the ballot arguments and rebuttal arguments will be available in the City Clerk's Office for public inspection. Ballot arguments (both in favor of and against) will be available for public inspection on Thursday, August 10, 2006, (the day after the deadline for submission of the ballot arguments) and remain available for inspection for 10 calendar days. Rebuttal arguments will be available for public inspection on Thursday, August 17, 2006, and remain available for inspection for 10 calendar days. [Note: For both the argument and the rebuttal, the 10th calendar day falls on a Saturday.]

STATEMENT REQUIRED ON BALLOT ARGUMENT AND REBUTTAL FORM:

In accordance with Section 9600 of the Elections Code, all arguments and rebuttals filed pursuant to this notice shall be accompanied by the following statement, in substantially the form indicated below, to be signed by each proponent and by each author, if different, of the argument:

The undersigned proponent(s) or author(s) of the (primary/rebuttal) argument (in favor of/against) ballot measure (name or number) at the Special Municipal Election for the City of Santa Clara to be held on Tuesday, November 7, 2006, hereby state this argument is true and correct to the best of (his/her/their) knowledge and belief.

Signed: _____

Date: _____

Forms are available in the City of Santa Clara City Clerk's Office for the purpose of filing the primary and rebuttal argument in favor of or against the ballot measure.

Dated: _____

ROD DIRIDON, JR.
City Clerk
City of Santa Clara

CITY OF SANTA CLARA

NOTICE OF HOLDING A MUNICIPAL ELECTION FOR:

- (i) MAYOR AND TWO CITY COUNCIL MEMBERS; AND,
(ii) A BALLOT MEASURE ON PUBLIC SAFETY
BINDING ARBITRATION**

AND

**SETTING DATES FOR SUBMISSION OF ARGUMENTS ON
THE CITY OF SANTA CLARA BALLOT MEASURE**

NOTICE IS HEREBY GIVEN that on Tuesday, November 7, 2006, a General Municipal Election consolidated with the Statewide General Election will be held in the City of Santa Clara, Santa Clara County, California, for (i) an election for Mayor and Council Member Seat Nos. 2 and 5 and for the additional purpose of (ii) submitting to the voters of said city the following proposed question for the ballot measure and the full text of the proposed City Charter amendment:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, shall be submitted to a three-member Board of Arbitrators upon the conclusion of impasse proceedings (utilizing the impasse procedures in place on June 6, 2006) by the City and the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the

two arbitrators selected by the City and employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article,

including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

BALLOT ARGUMENTS:

Arguments for or against said measure may be submitted to the City Clerk of the City of Santa Clara, 1500 Warburton Avenue, Santa Clara, CA 95050, not later than 5:00 p.m. on Wednesday, August 9, 2006.

The legislative body, or any member or members of the legislative body authorized by that body, or any individual voter who is eligible to vote on the measure, or bona fide association of citizens, or any combination of such voters and associations, may file a written argument for or against any City measure. No argument shall exceed 300 words in length. A ballot argument shall not be accepted unless accompanied by the name or names of the person or persons submitting it, or, if submitted on behalf of an organization, the name of the organization and the name of at least one of its principal officers. No more than five signatures shall appear with any argument submitted. If an argument is signed by more than five persons, the signatures of the first five shall be printed. (Elections Code Sections 9282 and 9283)

Printed arguments submitted shall be titled either "Argument In Favor of Measure ____" or "Argument Against Measure ____", accordingly, the blank spaces being filled in only with the letter or number, if any, designating the measure. At the discretion of the City Clerk of the City of Santa Clara, the word "Proposition" may be substituted for the word "Measure" in such titles. Words used in the title shall not be counted when determining the length of the argument. (Elections Code Section 9282)

For the arguments filed, if any, the City Clerk of the City of Santa Clara will cause (i) an argument in favor of a City measure and/or (ii) an argument against said measure to be printed and a copy enclosed with each sample ballot. If more than one argument is submitted (i) in favor of a City measure and/or (ii) against said measure within the time prescribed, the City Clerk will select one of the respective arguments (i) in favor of and/or (ii) one of the arguments against the City measure for printing and distribution to the voters, giving preference and priority pursuant to Elections Code §9287, in the order named, to the arguments of the following:

- (a) The legislative body, or member or members of the legislative body authorized by that body.
- (b) The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure.
- (c) Bona fide associations of citizens.
- (d) Individual voters who are eligible to vote on the measure.

When the City Clerk has selected the arguments (i) in favor of and/or (ii) against the City measure which will be printed and distributed to the voters, he will send copies of the argument in support of the measure to the authors of the argument against, and copies of the argument against the measure to the authors of the argument in favor. No more than five persons may sign

the rebuttal argument. The authors (or other person(s) authorized in writing by the authors) may prepare, submit or sign the rebuttal arguments not exceeding 250 words. The rebuttal arguments must be filed with the City Clerk, not later than 5:00 p.m., Wednesday, August 16, 2006.

Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut and shall be titled "Rebuttal to Argument (for) or (against) Measure ____." Words used in the title shall not be counted when determining the length of any rebuttal argument.

PUBLIC INSPECTION OF ARGUMENTS:

Pursuant to Elections Code Section 9295, the ballot arguments and rebuttal arguments will be available in the City Clerk's Office for public inspection. Ballot arguments (both in favor of and against) will be available for public inspection on Thursday, August 10, 2006, (the day after the deadline for submission of the ballot arguments) and remain available for inspection for 10 calendar days. Rebuttal arguments will be available for public inspection on Thursday, August 17, 2006, and remain available for inspection for 10 calendar days. [Note: For both the argument and the rebuttal, the 10th calendar day falls on a Saturday.]

STATEMENT REQUIRED ON BALLOT ARGUMENT AND REBUTTAL FORM:

In accordance with Section 9600 of the Elections Code, all arguments and rebuttals filed pursuant to this notice shall be accompanied by the following statement, in substantially the form indicated below, to be signed by each proponent and by each author, if different, of the argument:

The undersigned proponent(s) or author(s) of the (primary/rebuttal) argument (in favor of/against) ballot measure (name or number) at the Special Municipal Election for the City of Santa Clara to be held on Tuesday, November 7, 2006, hereby state this argument is true and correct to the best of (his/her/their) knowledge and belief.

Signed:

Date:

Forms are available in the City of Santa Clara City Clerk's Office for the purpose of filing the primary and rebuttal argument in favor of or against the ballot measure.

Dated:

6/7/06



ROD DIRIDON, JR.

City Clerk

City of Santa Clara

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RESOLUTION NO. 7333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, FOR (i) THE ELECTION OF CERTAIN MUNICIPAL OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER AND (ii) A VOTE ON A BALLOT MEASURE THAT, IF PASSED, WOULD AMEND THE CITY CHARTER TO PROVIDE BINDING ARBITRATION FOR CERTAIN PUBLIC SAFETY EMPLOYEES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, under the provisions of Section 600.01 of the City Charter, a General Municipal Election shall be held in the City of Santa Clara on the first Tuesday following the first Monday in November of even numbered years for the election of each municipal elective officer whose term of office regularly expires at that time.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

1. That pursuant to the requirements of the City Charter, there is called and ordered to be held in the City of Santa Clara, California, on Tuesday, November 7, 2006, a General Municipal Election for the purpose of electing the following members of the City Council of the City of Santa Clara: Mayor, Council Member Seat No. 2 and Council Member Seat No. 5, each for a full term of four (4) years.

2. In addition, a ballot measure will be placed on the November 7, 2006, election ballot that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees. The proposed question for the ballot measure and the full text of the proposed City Charter amendment read:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?

☐ YES

☐ NO

FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

Article XI, Sec. 1109.

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating

to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, shall be submitted to a three-member Board of Arbitrators upon the conclusion of impasse proceedings (utilizing the impasse procedures in place on June 6, 2006) by the City and the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are

designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the

final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

3. In accordance with Section 700 of the City Charter and Section 12101 of the California Elections Code, the City Clerk is hereby directed on behalf of the City Council to cause notice of the time and place of the holding of the election to be published in an official newspaper of the City in the time, form and manner as required by law.

4. The City Clerk is hereby authorized and directed to certify to the due adoption of this Resolution.

[Paragraph 5 and Signature Follows on Page 7]

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5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Caserta, Kolstad, Matthews, Moore and Mayor Mahan
NOES:	COUNCILORS:	Kennedy and McLeod
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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RESOLUTION NO. 7334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, REQUESTING, PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE, THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2006, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT SAME DATE

- (i) City Council Election – Mayor and Two Council Members**
- (ii) A Measure to Amend the City Charter to Provide Binding Arbitration for Certain Public Safety Members in the Police and Fire Departments**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, the City Council of the City of Santa Clara, California called a General Municipal Election to be held on November 7, 2006, for the purpose of the election of three members of the City Council (the Mayor and two City Council seats) each for a four year term; and

WHEREAS, in addition to the City Council member election hereinabove, the City Council of the City of Santa Clara also has called for the placement on the November 7, 2006, election ballot, of a proposed measure that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date (November 7, 2006) and that within the city, the precincts, polling places and election officers of the two elections be the same, and that the County Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:**

1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 7, 2006, for the purpose of (i) the election of three members of the City Council (Mayor, Council Member Seat No. 2 and Council Member Seat No. 5), each for a four year term of office and (ii) a proposed measure that, if passed, would amend the City Charter to provide binding arbitration for certain public safety employees. (The full text of the measure and the question to appear on the ballot is set forth below in paragraph 8.)
2. The consolidated election shall be held and conducted, the election officers appointed, the voting precincts designated, the ballots printed, the polls opened and closed, the ballots counted and returned, the returns canvassed and all other applicable proceedings to be performed in connection with the above consolidated election, shall be regulated and done by the Registrar of Voters of the County of Santa Clara in accordance with the provisions of applicable laws regulating consolidating elections. This City Council consents to such consolidation.
3. That the Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.
4. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.
5. That the City of Santa Clara recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters.

7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

8. The proposed question for the ballot measure and the full text of the proposed City Charter amendment read:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?

☐ YES

☐ NO

FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

Article XI, Sec. 1109.

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work

as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours,

or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, shall be submitted to a three-member Board of Arbitrators upon the conclusion of impasse proceedings (utilizing the impasse procedures in place on June 6, 2006) by the City and the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one

name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise

deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

[Paragraph 9 and Signatures Follow on Page 8]

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9. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Caserta, Kennedy, Kolstad, Matthews, McLeod, Moore and Mayor Mahan
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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RESOLUTION NO. 7335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES' STATEMENTS OF QUALIFICATIONS WHICH ARE SUBMITTED TO THE VOTERS FOR AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2006, AND DETERMINING TO LEVY A SHARE OF THE COST OF THE CANDIDATES' STATEMENTS ON THE CANDIDATES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, Section 13307 of the California Elections Code imposes certain requirements for a candidate's statement and provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs attributable to the candidate's statement.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

1. General Provisions. Pursuant to California Elections Code Section 13307, each candidate for elective office to be voted for at an election to be held in the City of Santa Clara on November 7, 2006, may prepare a candidate's statement of qualifications on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

2. Foreign Language Policy. Pursuant to the Federal Voting Rights Act of 1965 (42 U.S.C. Section 1973 et seq., as amended from time to time), the County of Santa Clara Registrar of Voters is required to translate and print the candidate's statement into five languages: Chinese, English, Spanish, Tagalog and Vietnamese.

3. Payment. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the voter's pamphlet and translating and printing the candidate's statement into any of the five languages. Pursuant to City of Santa Clara Resolution No. 7318 (adopted May 9, 2006), if the candidate agrees to adhere to the City of Santa Clara Voluntary Campaign Expenditure Limit (City Code §2.130.160), the candidate will be responsible for one half of the estimated cost of the voter's pamphlet on a pro-rata basis per candidate. As calculated in Resolution No. 7318, the City Council estimated that each candidate is responsible for \$1,045 ($\$2089 / 2 = \$1,044.50$) toward the cost of the voter's pamphlet. The \$1,045 figure is an estimated cost derived from the information forwarded to the City by the Santa Clara Registrar of Voters and incorporated into City Council Resolution No. 7318. Each candidate filing a candidate's statement to be included in the voter's pamphlet shall pay the \$1,045 in advance to the City of Santa Clara. There will be no adjustments made to the estimated \$1,045 cost. If the \$1,045 amount is not adequate, the City will absorb the additional costs. If the \$1,045 is in excess of the actual required amount, the candidate will absorb the overpayment amount. The City Council of the City of Santa Clara hereby determines to levy the pro-rata charge of \$2,089 (to be reduced to the \$1,045 amount if the expenditure limit is accepted) for each candidate's statement of 200 words or less. Because the voter's pamphlet cost is mandated by the County of Santa Clara Registrar of Voters, it does not have to be included in the calculation of the campaign expenditure limit.

4. Additional Materials. No candidate will be permitted to include additional materials in the sample ballot package (the voter's pamphlet).
5. The City Clerk shall provide a copy of this Resolution to each candidate or the candidate's representative at the time nominating petitions are issued.
6. With the exception of Resolution No. 7318 (adopted May 9, 2006) which set the campaign expenditure limit, all previous resolutions establishing Council policy on payment for candidate's statements are repealed.
7. This Resolution shall apply only to the election to be held on November 7, 2006, and shall then be repealed.
8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

[Paragraph 9 and Signatures Follow on Page 4]

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9. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Caserta, Kennedy, Kolstad, Matthews, McLeod, Moore and Mayor Mahan
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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RESOLUTION NO. 7336

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, SETTING PRIORITIES AND DATES FOR FILING WRITTEN ARGUMENT(S) AND REBUTTAL ARGUMENT(S) FOR A CITY MEASURE ON AMENDING THE CITY CHARTER TO PROVIDE PUBLIC SAFETY BINDING ARBITRATION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR THE MEASURE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

WHEREAS, a General Municipal Election is to be held in the City of Santa Clara, California, on Tuesday, November 7, 2006, at which there will be submitted to the voters the following proposed question for the ballot measure and the full text of the proposed City Charter amendment:

QUESTION:

MEASURE _____

BINDING ARBITRATION. Shall a section be added to the City Charter which would require binding arbitration before a three person arbitration panel of all unresolved disputes between the City and certain personnel of the Police and Fire Departments on all matters relating to wages, hours, and other terms and conditions of City employment, including the interpretation and application of any existing labor agreements?

☐ **YES**

☐ **NO**

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FULL TEXT OF THE PROPOSED CITY CHARTER AMENDMENT:

Article XI, Sec. 1109.

**Binding Arbitration for Fire and Police
Department Employee Disputes**

(a) **BINDING ARBITRATION – DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall willfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of

Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshal and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) IMPASSE RESOLUTION PROCEDURES. Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, shall be submitted to a three-member Board of Arbitrators upon the conclusion of impasse proceedings (utilizing the impasse procedures in place on June 6, 2006) by the City and the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the

arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with

those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AS FOLLOWS:

1. In accordance with the California Elections Code Division 9, Chapter 3, Article 4 ("Arguments Concerning City Measures" – commencing at section 9280), the City Council (as the legislative body of the City), or any member or members of the City Council authorized by that body, or any individual voter who is eligible to vote on the measure, or bona fide association of citizens, or any combination of voters and associations, may file a written argument for or against any City measure. Pursuant to California Elections Code section 9282, no argument shall exceed 300 words in length and shall be submitted to the City Clerk's Office by 5:00 p.m. on Wednesday, August 9, 2006. (The City Clerk is the Elections Official for the City of Santa Clara. [City Charter §903(g)].)

2. That Pursuant to Sections 9285 and 9287 of the California Elections Code, when the City Clerk has selected the arguments for and against the measure which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against the measure to the authors of the argument in favor. Pursuant to California Elections Code section 9285, the authors of the argument in favor of or against the City measure may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk by 5:00 p.m. on Wednesday, August 16, 2006. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

3. The City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. Pursuant to California Elections Code section 9280, the City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the

operation of the measure. The impartial analysis shall be filed with the City Clerk by 5:00 p.m. on Wednesday, August 2, 2006, and it shall not exceed 500 words in length.

4. The City Clerk shall certify to the passage and adoption of this Resolution.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council of the City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF JUNE, 2006, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Caserta, Kolstad, Matthews, Moore and Mayor Mahan
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NOES:	COUNCILORS:	Kennedy and McLeod
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ABSENT:	COUNCILORS:	None
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ABSTAINED:	COUNCILORS:	None
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ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

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